

BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTERESTS in Hill Country Apartments, L.P., (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST PARTNERS, INC., ("Assignor"), and BROADSTONE GALLERIA ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 69% of the partnership interests in Hill Country Apartments, LP (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such partnership interests in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

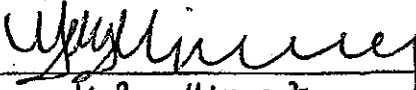
OPUS WEST PARTNERS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BROADSTONE GALLERIA ALLIANCE, LP, a Texas limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its general partner

By: 
Name: V. Jay Hicaren
Title: Vice President

BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST in OWR Hill Country, Inc. (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION ("Assignor"), and BROADSTONE GALLERIA ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 100% of the stock of OWR Hill Country, Inc. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such stock in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of FIFTY AND NO/100 DOLLARS (\$50.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

9. Further Assurances. Assignor agrees to execute and deliver, if necessary, any document or instrument reasonably requested by Assignee to effect the transfer of the stock contemplated hereby, including a stock power.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION

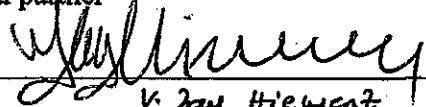
By: Phoenix Capital Partners LLC, its Chief
Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

BROADSTONE GALLERIA ALLIANCE, LP, a Texas
limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its
general partner

By: 
Name: V. Jay Hiewentz
Title: Vice President

BILL OF SALE AND ASSIGNMENT OF STOCK INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST in OWR Cypress, Inc. (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION ("Assignor"), and BROADSTONE CYPRESS ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 100% of the stock of OWR Cypress, Inc. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such stock in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of FIFTY AND NO/100 DOLLARS (\$50.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

9. Further Assurances. Assignor agrees to execute and deliver, if necessary, any document or instrument reasonably requested by Assignee to effect the transfer of the stock contemplated hereby, including a stock power.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION

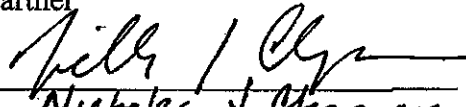
By: Phoenix Capital Partners LLC, its Chief
Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

BROADSTONE CYPRESS ALLIANCE, LP, a Texas
limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its
general partner

By: 
Name: Nicholas J. Chapman
Title: VP

BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTEREST in Broadstone Cypress, L.P., (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST PARTNERS, INC., ("Assignor"), and BROADSTONE CYPRESS ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 59% of the partnership interests in Broadstone Cypress, L.P. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such partnership interests in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

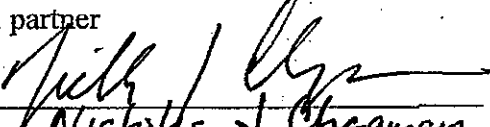
OPUS WEST PARTNERS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BROADSTONE CYPRESS ALLIANCE, LP, a Texas limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its general partner

By: 
Name: Nicholas J. Chapman
Title: VP

BILL OF SALE AND ASSIGNMENT OF STOCK INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST in OWR Walker Commons, Inc. (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION ("Assignor"), and BROADSTONE WALKER COMMONS ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 100% of the stock of OWR Walker Commons, Inc. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such stock in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of FIFTY AND NO/100 DOLLARS (\$50.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

9. Further Assurances. Assignor agrees to execute and deliver, if necessary, any document or instrument reasonably requested by Assignee to effect the transfer of the stock contemplated hereby, including a stock power.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION

By: Phoenix Capital Partners LLC, its Chief
Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

BROADSTONE WALKER COMMONS ALLIANCE, LP,
a Texas limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its
general partner

By: Nicholas J. Chapman
Name: Nicholas J. Chapman
Title: Vp

BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTEREST in Broadstone Walker Commons, L.P., (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST PARTNERS, INC., ("Assignor"), and BROADSTONE WALKER COMMONS ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 59% of the partnership interests in Broadstone Walker Commons, L.P. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such partnership interests in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$4,950.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN

"AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

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(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

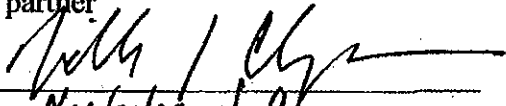
OPUS WEST PARTNERS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BROADSTONE WALKER COMMONS ALLIANCE, LP,
a Texas limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its
general partner

By: 
Name: Nicholas J. Chapman
Title: V.P.

BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST in OWR Woodbridge, Inc. (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION ("Assignor"), and BROADSTONE WOODBRIDGE ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 100% of the stock of OWR Woodbridge, Inc. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such stock in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of FIFTY AND NO/100 DOLLARS (\$50.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

9. Further Assurances. Assignor agrees to execute and deliver, if necessary, any document or instrument reasonably requested by Assignee to effect the transfer of the stock contemplated hereby, including a stock power.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION

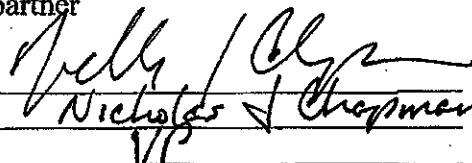
By: Phoenix Capital Partners LLC, its Chief
Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

BROADSTONE WOODBRIDGE ALLIANCE, LP, a
Texas limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its
general partner

By: 
Name: Nicholas J. Chapman
Title: _____

BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF PARTNERSHIP INTERESTS in Broadstone Woodbridge, L.P., (the "Assignment Agreement") is made and entered into as of the _____ day of August, 2009, by and between OPUS WEST PARTNERS, INC., ("Assignor"), and BROADSTONE WOODBRIDGE ALLIANCE, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of 59% of the partnership interests in Broadstone Woodbridge, L.P. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to such partnership interests in the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$4,950.00), in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

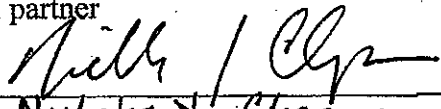
OPUS WEST PARTNERS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BROADSTONE WOODBRIDGE ALLIANCE, LP, a
Texas limited partnership

By: Alliance G.P. II, Inc., a Texas corporation, its
general partner

By: 
Name: Nicholas V. Chapman
Title: VP

BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST AND STOCK

THIS BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST AND STOCK (the "Assignment Agreement") is made and entered into as of the 26th day of August 2009, by and among Opus West Corporation, a Minnesota corporation ("GP Assignor"), Opus West Partners, Inc., a Minnesota corporation ("LP Assignor"), and GC 138 Land Acquisition Limited Partnership, a Delaware limited partnership ("Assignee").

RECITALS:

WHEREAS, GP Assignor owns all of the issued and outstanding capital stock of OWR Fort Bend, Inc. a Delaware corporation ("Opus GP");

WHEREAS, Fort Bend Apartments, L.P. (the "Company") is a Delaware limited partnership, of which Opus GP is the general partner and LP Assignor is a limited partner;

WHEREAS, GP Assignor desires to sell and transfer to Assignee all of the capital stock of Opus GP, and LP Assignor desires to sell and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (such stock in Opus GP and such interest in the Company being referred to herein, collectively, as the "Assigned Interests");

WHEREAS, Assignee desires to acquire the Assigned Interests, but only if Assignee is able to acquire all Assigned Interests so that Assignee obtains effective control of all ownership in the Company held by GP Assignor and LP Assignor;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GP Assignor, LP Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interests. GP Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the capital stock of Opus GP, including, but not limited to, all right, title, and interest of GP Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of Opus GP. LP Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the interest in the Company held by LP Assignor, including, but not limited to, all right, title, and interest of LP Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company.

2. Purchase Price. Assignee hereby agrees to pay and will pay to GP Assignor and LP Assignor the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) in cash delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and

(3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court"). GP Assignor and LP Assignor may divide such payment between them as they agree, and Assignee's payment to either GP Assignor or LP Assignor will satisfy Assignee's obligation.

3. Representations of Assignors. GP Assignor warrants and represents to Assignee that (i) GP Assignor is the owner of all of the capital stock of Opus GP and (ii) GP Assignor has the power and authority to assign the capital stock of Opus GP in accordance with this Assignment Agreement. LP Assignor warrants and represents to Assignee that (i) LP Assignor is the owner of a limited partnership interest in the Company and has not previously transferred any of the interest in the Company issued to it and (ii) LP Assignor has the power and authority to assign such limited partnership interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTERESTS ARE BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY GP ASSIGNOR OR LP ASSIGNOR.

5. Assumption. Solely for the benefit of LP Assignor, Assignee hereby agrees to assume all liabilities and obligations of LP Assignor to the Company under the partnership agreement of the Company attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

GP ASSIGNOR:

OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

LP ASSIGNOR:

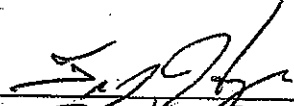
OPUS WEST PARTNERS, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

GC 138 LAND ACQUISITION LIMITED
PARTNERSHIP, a Delaware limited partnership

By: GC 112 Development 2006 GP LLC, a Delaware
limited liability company, its general partner

By: 
Name: Timothy S. Hogan
Title: Vice President

BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST in OWP COMMONS RETAIL, L.L.C. (the "Assignment Agreement") is made and entered into as of the 26th day of August, 2009, by and between OPUS WEST CORPORATION, a Minnesota corporation ("Assignor"), and CH VENTURE FUND TWO LLC, a California limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the sole member of OWP COMMONS RETAIL, L.L.C. (the "Company");

WHEREAS, Assignor desires to sell and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of One Thousand Six Hundred Dollars (\$1,600.00) in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

9. Further Assurances. Assignor agrees to execute and deliver, if necessary, any document or instrument reasonably requested by Assignee to effect the transfer of the membership interest contemplated hereby.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

CH VENTURE FUND TWO LLC,
a California limited liability company

By: _____
Name: Dennis L. Randall, Jr.
Title: Authorized Signatory

BILL OF SALE AND ASSIGNMENT OF STOCK INTERESTS

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTERESTS in Southwest Gateway, Inc. (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION, a Minnesota corporation ("Assignor"), and ATRIUM SIOUX FALLS L.L.C. ("Assignee").

RECITALS:

WHEREAS, Assignor owns 100% of the stock of Southwest Gateway, Inc. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of One Hundred Dollars (\$100.00) in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

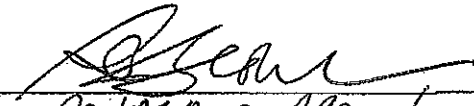
OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

ATRIUM SIOUX FALLS L.L.C.

By: 
Name: RONALD C BROWN
Title: AUTHORIZED SIGNATORY

BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST in SHOPPES AT CHINO HILLS, INC. (the "Assignment Agreement") is made and entered into as of the 26th day of August, 2009, by and between OPUS WEST CORPORATION, a Minnesota corporation ("Assignor"), and CH VENTURE FUND ONE, LLC, a California limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the sole shareholder of and owns all of the issued and outstanding stock of Shoppes at Chino Hills, Inc. (the "Company");

WHEREAS, Assignor desires to sell and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of Five Thousand Dollars (\$5,000.00) in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

9. Further Assurances. Assignor agrees to execute and deliver, if necessary, any document or instrument reasonably requested by Assignee to effect the transfer of the stock contemplated hereby.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

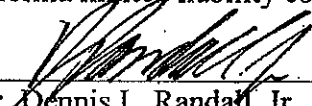
OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

CH VENTURE FUND ONE, LLC,
a California limited liability company

By:  _____
Name: Dennis L. Randall, Jr.
Title: Authorized Signatory

BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST in IRVINE CENTER PARTNERS III, L.L.C. a Delaware limited liability company (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION, a Minnesota corporation ("Assignor"), and DMB REA LLC, an Arizona limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is a member of Irvine Center Partners III, L.L.C., a Delaware limited liability company (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of One Thousand Dollars (\$1,000.00) in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Assignment Agreement and the Assigned Interest may be further assigned by Assignee.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

DMB REA LLC,
an Arizona limited liability company

By: D. A. Kwon
Name: Doreen A. Kwon
Title: Executive Vice President

BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST in OWP Point Office, L.L.C. (the "Assignment Agreement") is made and entered into as of the 26th day of August, 2009, by and between OPUS WEST CORPORATION, a Minnesota corporation ("Assignor"), and REAL ESTATE INITIATIVES, LLC, a Texas limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor owns 100% of the limited liability company interests in OWP Point Office, L.L.C. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of Five Hundred Dollars (\$500.00) in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:

OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

REAL ESTATE INITIATIVES, LLC,
a Texas limited liability company

By: _____
Name: HUNTER BARRION
Title: PRINCIPAL

BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST

THIS BILL OF SALE AND ASSIGNMENT OF STOCK INTEREST in PC 101, INC. (the "Assignment Agreement") is made and entered into as of the ____ day of August, 2009, by and between OPUS WEST CORPORATION, a Minnesota corporation ("Assignor"), and DMB REA LLC, an Arizona limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the sole shareholder of and owns all of the issued and outstanding stock of PC 101, Inc. (the "Company");

WHEREAS, Assignor desires to sale and transfer to Assignee all of Assignor's right, title, and interest in and to the Company (the "Assigned Interest");

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, for and in consideration of the promises, warranties, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Sale and Assignment of Assigned Interest. Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Interest, including, but not limited to, all right, title, and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions, profits, and losses of the Company attributable to the Assigned Interest. This Assignment Agreement shall be deemed effective only after consummation of the transfer effected by that certain Bill of Sale and Assignment of Membership Interests executed by the Company to and for the benefit of Assignee or its successors and assigns, it being the intent of the parties hereto that Assignee is acquiring via separate transactions both the stock of the Company and the membership interests owned by the Company in Pima Center 101, L.L.C.

2. Purchase Price. Assignee hereby agrees to pay and will pay to Assignor the amount of One Thousand Dollars (\$1,000.00) in cash, delivered by Assignee to Assignor, on or before September 2, 2009 upon approval of this Assignment Agreement pursuant to that certain Order (1) approving bidding procedures and bid protections in advance of auction, (2) approving form and manner of notice of auction and final hearing, and (3) granting related relief entered on July 27, 2009 (the "Bidding Procedures Order") by the United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Bankruptcy Court").

3. Representations of Assignor. Assignor warrants and represents to Assignee that (i) Assignor is the owner of the Assigned Interest, and (ii) Assignor has the power and authority to assign the Assigned Interest in accordance with this Assignment Agreement.

4. AS-IS. EXCEPT AS OTHERWISE PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED INTEREST IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY ASSIGNOR.

5. Assumption. Solely for the benefit of Assignor, Assignee hereby agrees to assume all liabilities and obligations of Assignor to the Company with respect to the Assigned Interest attributable to the period beginning as of the date of this Assignment Agreement.

6. Successors and Assigns. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Assignment Agreement and the Assigned Interest may be further assigned by Assignee.

7. Governing Law. This Assignment Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment Agreement is executed as of the day and year first above written.

ASSIGNOR:


OPUS WEST CORPORATION,
a Minnesota corporation

By: Phoenix Capital Partners LLC, its
Chief Restructuring Officer

By: _____
Name: John Greer
Title: Member

ASSIGNEE:

DMB REA LLC,
an Arizona limited liability company

By: 
Name: Deborah A. Knauer
Title: Executive Vice President